

BILL NO. S-94-02-12

SPECIAL ORDINANCE NO. S- 11-94

AN ORDINANCE approving CONTRACT between GTE NORTH, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

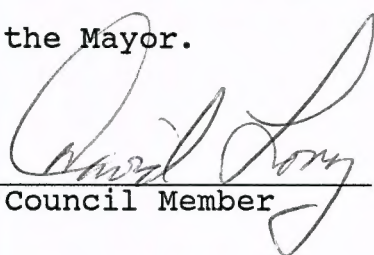
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONTRACT by and between GTE NORTH, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, for:

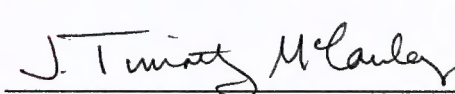
certain telecommunications systems and other services for the City of Fort Wayne;

the contract price is One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Long, seconded by Long, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19_____, at _____ o'clock _____ M., E.S.T.

DATED: 2-8-94.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Edmonds, seconded by _____, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>1</u>		
<u>BRADBURY</u>	<u>✓</u>			
<u>EDMONDS</u>		<u>✓</u>		
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>1</u>			
<u>LUNSEY</u>	<u>✓</u>			
<u>RAVINE</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 3-8-94.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S 11-94
on the 8th day of March, 19 94.

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Don J. Schmider
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of March, 19 94, at the hour of 11:30 o'clock PM, M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 10th day of March, 19 94, at the hour of 8:00 o'clock PM, M., E.S.T.

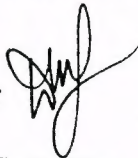
Paul Helmke
PAUL HELMKE, MAYOR



The City of Fort Wayne

Paul Helmke, Mayor

DIVISION OF FINANCE AND ADMINISTRATION CITY COUNCIL COVER LETTER

To: City Council Members
From: Douglas M. Lehman, City Controller 
Date: March 2, 1994
Subject: GTE and KLF Telecommunications Contracts

On February 8, the Administration introduced shell ordinances for telecommunications contracts for network services (GTE) and internal wiring of the City-County Building and the Police Operations Center (KLF). We met with Councilmembers Tom Henry and Don Schmidt (Vice President and President at the time) to provide background on the contracts. On March 2, the Board of Public Works approved both contracts. City Council will discuss them on March 8. Both ordinances will be up for passage on March 22.

These contracts are the result of approximately 18 months of effort by a Telecommunications Platform Selection Committee composed of myself, Rick Krebs (SCT Site Director), and Cliff Simon (the City's retained telecommunications consultant), President of Direct-Tel Corporation. Our telecommunications system was beginning to fail and we knew that we had to begin work on a new platform. We studied the issue in great depth. We went to Research Triangle Park, North Carolina for three days to review the capabilities of Northern Telecom's DMS-100 switch (used by GTE in Fort Wayne for digital Centrex service). We went to Dallas for three days to review the capabilities of Northern Telecom's Meridian family of PBX (private branch exchange) switches. We conducted numerous conference calls with telecommunications vendors and experts all over the country. We visited KLF's Rolm switch customers in Fort Wayne and Indianapolis. We talked at length with managers at the City of Indianapolis and the City of Tulsa who had recently completed new platform installations.

Based on all of that research, we issued a detailed 116 page request for proposal (RFP) on July 29, 1993. Five companies responded to the RFP: GTE (Centrex), GTE (Meridian PBX), KLF (Rolm PBX), United Telecommunications (Meridian PBX), and AT&T (Definity Generic 3 PBX). Based on extensive discussions with the committee and review of the RFP responses, the network services and fiber optic cable contracts were awarded to GTE (Centrex) and the internal wiring and fiber electronics contract was awarded to KLF.

The GTE network services contract is a ten year contract, with a five year termination liability. The contract cost per line per month is \$8.40. We have approximately 850 lines. The approximate annual value of the contract is \$85,680. The approximate ten year value is \$856,800. This is approximately \$1.50 per line per month lower than our current telecommunications cost.

The KLF contract covers the following items:

Internal Wiring:

Police Operations Center (McMillen Foundation Pays in Full)	\$108,711
City-County Building	312,632
Cable Management System	18,640

Fiber Electronics, or Multiplexors:

City-County Building, Lafayette Complex, and POC	<u>346,473</u>
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KLF Total	<u>\$786,456</u>
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On March 22, a telecommunications financing lease will be introduced to City Council. The lease will finance a total of approximately \$1.5 million in telecommunications equipment over a seven year period. This includes the KLF contract and GTE contracts for fiber optic cable between the City-County Building and the Lafayette Complex, and the Lafayette Complex and the Police Operations Center, and telephone instruments and consoles. The latter two contracts will be introduced to City Council on March 22 also. **The lease payments are already in the City's 1994 budget for the Debt Service Fund and will not be charged directly to departments.** The GTE network services costs are annual operating costs and are not a part of the lease financing picture.

These contracts are critical to getting the Police Operations Center up and running on time. We expect to get telecommunications service to the building by July 1, 1994 at the latest, so that the Police Department move will be fully complete by that date.

We firmly believe that the telecommunications area is the primary area where the City of Fort Wayne will achieve productivity gains in the next decade. There are many examples. We will be able to provide voice mail for City Councilmembers and, on that system, announcements for constituents district by district. We will automate City Utilities Customer Service through an automatic call distribution and interactive voice response system. Each customer service agent will be able to deal with more customers in a given workday. Many customers will be able to get all of the information they need without talking to an agent. Police reports will be automated through voice mail, and officers will be able to get back in service quicker after an accident or incident. We will be able to offer fax on demand services to citizens who need copies of City policies, ordinances, and resolutions. This technology is evolving very quickly, and there are fewer and fewer limitations to what it can accomplish every day.

ISDN NETWORK SERVICE AGREEMENT

This Agreement is made between City of Fort Wayne, Indiana, One Main Street, Fort Wayne, Indiana 46802 (hereafter referred to as "the City") and GTE North Incorporated, with offices at 8001 West Jefferson Boulevard, Fort Wayne, Indiana 46804 (hereafter referred to as "GTE") for the provision of Integrated Services Digital Network (hereafter referred to as "ISDN", or as "Network") Services.

1. **SERVICE:** GTE will provide to the City Integrated Services Digital Network (ISDN) Services under this Agreement. ISDN-Basic Rate Interface (BRI) Services are local exchange telecommunications services available only to customers serviced from suitably equipped central offices. These are central office based services which provide for local exchange access, interexchange access, business group communications and feature packages.

GTE agrees to provide, by October 1, 1994, ISDN-BRI Service availability to the City at line rates stated in Attachment 1, "ISDN Network Service Agreement", with no additional cost for the placement of remote digital switching equipment, or its functional equivalent, in various central offices as required to support all existing and future City locations or facilities. In conjunction with subscription to ISDN network services pursuant to applicable tariff or contract for the network services, City orders the network services set out in this Agreement and applicable Attachment(s) (the "Service"). This service order becomes a binding contract for the Service when this Agreement has been accepted by GTE and, subsequently, approved by the City's Board of Public Works, City Council, and signed by the Mayor.

2. **INSTALLATION:** The installation date will be mutually agreed upon between City and GTE. The installation must pass a thorough testing of the City's Data General computer port contention capability before the City will accept the installation. The port contention capability must be tested and accepted first, and then, subsequently, the voice ISDN capability. The In-Service Date for the Service shall commence on the date GTE and the City agree that the Service requested has been made operational (the "In-Service Date") and has successfully completed the required testing. The notification may be communicated in person, by telephone or in writing. The notification of the commencement of service will not be valid until GTE receives a written acceptance of service from the City. Billing shall begin and costs shall begin to accrue on the date of acceptance by the City.

During the installation period, GTE will meet with the project management team, which will include other vendors, on at least a weekly basis and provide weekly

written status reports. GTE will manage the installation as specified in GTE's ISDN response to the City's Request for Proposal (RFP), Section 3, "Installation". Cutover and acceptance of the Service will be governed by GTE's ISDN Response to RFP Section 14, "Cutover and Acceptance". Documentation will be governed by GTE's ISDN response to RFP Section 13, "Documentation", already agreed.

GTE will place the Police Operations Center in service for ISDN-BRI Service by October 1, 1994, or penalties will accrue at the rate of \$1,000 per day for each day the installation is delayed not to exceed 75 days. The City will mitigate this provision only to the extent that the delay is caused by the City or other vendors or in accordance with Paragraph 14.

3. **AGREEMENT TERM AND TERMINATION:** The City agrees to purchase the Service for an initial term of ten years (120 months) from the In-Service Date. This Agreement may also be terminated under the provisions entitled Default, Delayed Performance or Insolvency. Termination Liability Charges are listed on Attachments 1 and 1A.
4. **CHARGES AND PAYMENTS:**
 - (a) The Monthly Charges are listed on Attachment 1 to this Agreement. There will be no Installation Charges or Nonrecurring Charges billed to the City when the Service is established. The Monthly Recurring Charge will commence on the In-Service Date as specified in GTE's ISDN response to RFP Section 14, "Cutover and Acceptance", and Section 2 of this Agreement, and will be billed in advance each month. Rates and charges may be adjusted periodically to reflect changes in GTE's filed rates and charges.
 - (b) Payment is due within 32 days of the invoice date. Amounts remaining unpaid after the date payment is due will be assessed a late payment charge as specified in GTE's tariffs.
5. **TERMINATION CHARGE:** If prior to or after the In-Service Date, during the term of this Agreement, the City cancels all or any part of the Service, monetary charges shall apply only as stated in this contract. The termination liability will be based on Termination Liability Schedule found on Attachment 1A. There will be no termination charge for reduction in station count.
6. **PUBLIC UTILITY COMMISSION REGULATION:** To the extent that the Service is subject to the jurisdiction of the state utility regulatory commission, this Agreement shall at all times be subject to changes, modifications, orders and rulings by that regulatory agency. If provision of any Service pursuant to this Agreement is subject to advance approval of the state utility regulatory commission, this Agreement shall not become effective with respect to such Service until 5 days after receipt by GTE of written notice of such approval. If

the state public utilities commission accepts this Agreement in part and rejects it in part, either party may cancel this Agreement without penalty or liability.

7. **MAINTENANCE:** GTE will maintain the Service at no additional charge to City. City agrees to pay GTE the prevailing rates for time and materials for maintenance service provided by GTE to identify or correct any failure caused by facilities or equipment not furnished by GTE or to repair damage or interruptions caused by City or City's equipment.
8. **FACILITIES AND EQUIPMENT:** The City will obtain customer premises equipment as necessary, which is compatible with the Service from another vendor or from GTE pursuant to a separate agreement. Except as provided in that separate agreement, if any, GTE will not be responsible for the interconnection or compatibility of any customer premises equipment with the Service. GTE will terminate the Service on the City's premises at the City's point of demarcation. Extension of the termination beyond this demarcation point may be provided by GTE at the request of the City for an additional charge at GTE's prevailing time and material rates. GTE shall retain ownership of all facilities necessary to provide the Service to the City's point of demarcation, including specially constructed facilities.
9. **WARRANTY:** GTE will provide the Service on 24-hour-a-day, 7-day-per-week basis. GTE does not warrant that the Service will be provided without interruption. GTE's response to emergency service outages shall be within two (2) hours as stated in GTE's ISDN response to the City's RFP, Section 12.3, "Emergency Response". In the case of a service interruption caused by GTE, GTE shall refund to the City, in the form of a credit, GTE's service charge for the period during which the service was interrupted, as GTE stated in its response to the RFP, Section 12.6, "Penalties". Such credit will not be given for Service interruption caused by the City or by activities or facilities furnished by City or third parties.

The Service will be installed with Northern Telecom release BCS 36 software. In accordance with GTE's full deployment agreement with Northern Telecom, GTE will endeavor to install the latest software release from Northern Telecom for the DMS-100. GTE will offer the City additional software features as they become available and priced in accordance with feature implementation costs.

GTE MAKES THIS WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **LIMITATION OF LIABILITY:** WITH RESPECT TO CLAIMS ARISING OUT OF PROVISION OF THE SERVICE SET OUT IN THIS AGREEMENT, EITHER PARTY'S LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE TOTAL CHARGES APPLICABLE TO THE SERVICES FOR THE INITIAL TERM OF THIS AGREEMENT. IN THE CASE OF SERVICE INTERRUPTION, GTE'S LIABILITY SHALL BE LIMITED TO A PRORATED CREDIT FOR THE CHARGES APPLICABLE FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES SHALL GTE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, NOTWITHSTANDING THEIR FORESEEABILITY OR DISCLOSURE BY THE CITY TO GTE, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM DELAY, LOSS OF DATA, PROFITS, OR GOODWILL. GTE MAY FROM TIME TO TIME PROVIDE ADVICE, MAKE RECOMMENDATIONS OR SUPPLY OTHER ANALYSIS RELATED TO THE SYSTEM, EQUIPMENT AND SERVICES DESCRIBED IN THIS AGREEMENT, AND WHILE GTE SHALL USE REASONABLE EFFORTS IN THIS REGARD, THE CITY ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND ANALYSIS EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT.
11. **RESPONSIBILITY FOR TELECOMMUNICATIONS CHARGES:** The Service is intended to be connected to the public switched telephone network. The City is solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling. The City is solely responsible for payment of long distance, toll and other telecommunications charges incurred through use of the Service.
12. **HAZARDOUS SUBSTANCES:** Except as disclosed to and acknowledged in writing by GTE, the City certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal or local hazardous waste or environmental law or regulation) at any location where GTE is to perform services under this Agreement. If during such performance, GTE employees or agents encounter any such substance, the City agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers.

GTE may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and GTE performance obligations under this Agreement shall be extended for the delay caused by said cleanup or removal. The City's failure to remove or contain hazardous substances shall entitle GTE to terminate

this Agreement without further liability. If GTE so terminates, the City shall reimburse GTE for expenses incurred in performing this Agreement until termination.

13. **COMPLIANCE WITH LAW:** The specifications and requirements of the Service, its price and installation are based on compliance with applicable laws, regulations and ordinances in effect on the date the price is quoted to the City. In the event this Agreement is not approved in its present form by the Indiana Utility Regulatory Commission, this Agreement is null and void.
14. **DELAYED PERFORMANCE:** If performance under this Agreement is interfered with by acts of God, war, riot, embargo, acts of the Government in its sovereign capacity, labor difficulties, unavailability of equipment or parts from vendors, changes requested by the City, or any other circumstances beyond the reasonable control and without the fault of the party affected, such party, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from its performance), provided that the party so affected shall use reasonable efforts to remove such causes of nonperformance and both parties shall proceed whenever such causes are removed or cease.
15. **DEFAULT:** If either party fails to perform any material obligation under this Agreement or violates any material term or condition of this Agreement, and such failure or violation is not cured within 30 days following receipt of a default notice from the other party, then the other party shall have the right to terminate this Agreement upon written notice to the defaulting party.
16. **INSOLVENCY:** Either party may terminate this Agreement by notice, in writing, if the other party admits insolvency, makes an assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of its assets.
17. **MISCELLANEOUS:**
 - (a) No action or demand of arbitration arising out of this Agreement may be brought by a party more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of action under state law.
 - (b) Either party may assign this Agreement without restriction.
 - (c) Either party's failure to enforce any of the provisions of this Agreement, or to exercise any right or option is not a waiver of any such provision, right or option, and shall not affect the validity of this Agreement.
 - (d) Notices required by this Agreement may be communicated orally but follow up documentation shall be in writing and shall be sent by a method which

obtains a written receipt. Notices shall be sent or delivered personally to the address listed on the front of this Agreement until such address is changed by written notice.

(e) This Agreement shall be governed and construed according to the substantive law of The State of Indiana. The City consents to personal jurisdiction in Indiana and the parties agree that exclusive jurisdiction shall be in Indiana.

(f) The section headings in this Agreement are for convenience only and shall not be considered in its interpretation.

(g) No subsequent agreement shall change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

(h) This Agreement, including Attachment(s), constitutes the entire agreement of the parties pertaining to the subject matter herein and supersedes all prior agreements, proposals, negotiation and representations whether written or oral concerning such subject matter. No representations or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically contained in this Agreement.

(i) The City's obligation to pay any amount due is contingent upon the availability and continuation of funds by the governing body of the City of Fort Wayne, the Fort Wayne Common Council, for that purpose. In the event of the unavailability of funds, the City may terminate the Service without incurring any Termination Liability. The City will provide thirty (30) days prior written notice of termination to GTE of termination of Service. If the Fort Wayne Common Council elects not to appropriate funds for the payment of this Agreement for a calendar year, this Agreement is null and void as of January 1 of that year. Notwithstanding the foregoing, the City will not terminate funding solely for the purpose of avoiding the Termination Liability. Furthermore, the City will use its best efforts to obtain approval of the necessary funds to continue the concept and obligations of the Agreement by taking the appropriate action to request adequate funds for continuing the Agreement in force for the specified term.

GTE NORTH INCORPORATED

CITY OF FORT WAYNE

Name: William A. Zielke

Title: Vice President-General Manager

Name: Paul Helmke

Title: Mayor

Date

Date

ISDN NETWORK SERVICE AGREEMENT

ATTACHMENT 1

To the existing ISDN Network Service Agreement between the City of Fort Wayne, Indiana ("City") and GTE North Incorporated ("GTE"), dated the _____ day of March, 1994, this Attachment is added to further explain and amend the provisions of the Agreement.

A. RATES

The following rates and charges apply exclusively to GTE's ISDN response to the City's RFP:

- (1) The contract commences upon In-Service Date and terminates ten (10) years later.
- (2) The rates and charges shown herein apply in addition to all other applicable rates and charges shown elsewhere in GTE's tariffs.
- (3) During the contract period of 120 months, the following rates apply:

(a) ISDN-BRI Multi-Point Voice line rate of \$15.60 (\$7.80 per station) in addition to ISDN moves, adds and changes of \$1.20 per ISDN-BRI Multi-Point Voice line (\$0.60 per station). These charges represent a total per line rate of \$16.80 (\$8.40 per station). These are monthly recurring charges based upon the installation of approximately 425 lines (850 stations). The line count may change pursuant to Section 5 of this Agreement, "Termination Charge". If the line count increases more than 20%, the line rate will be \$15.96 (\$7.98 per line) in addition to \$1.20 per line for ISDN moves, adds and changes. If the line count decreases more than 20%, the line rate will be \$17.64 (\$8.82 per station) in addition to \$1.20 per line for ISDN moves, adds and changes. The line rate includes Federal and State subscriber station charges, and the following:

- (i) All features of the system as proposed by GTE in response to the system feature requirements as proposed by GTE's ISDN response to the City's RFP and all software enhancements within the first year.
- (ii) GTE will allow the City terminal access for the purpose of moves, adds and change activity at the City's discretion. System Software Moves, Adds and Changes (MACs) of 10 in number per day, will be provided free of charge by GTE. For Moves, Adds and Changes of more than 10 in number per day, GTE will furnish a written quote.
- (iii) GTE will provide a remote shelf configuration at the City's Police Operations Center, including related power equipment, without charge.

ISDN NETWORK SERVICE AGREEMENT

ATTACHMENT 1 (Continued)

- (iv) GTE will provide front door and back door redundancy to the Police Operations Center.
 - (v) The voice communications software features listed in Section 5 of the bid and the data communication requirements listed in Section 6 of the bid, will be provided in accordance with GTE's ISDN bid response.
- (b) ISDN-BRI Data Adder rate, \$6.20, a monthly recurring charge for any stations using this service.

B. TERMINATION LIABILITY

Beginning Total: \$313,750*

*Declining as per Attachment 1A, "Schedule of Termination Liability".

GTE NORTH INCORPORATED

CITY OF FORT WAYNE

Name: William A. Zielke

Name: Paul Helmke

Title: Vice President-General Manager

Title: Mayor

CITY OF FORT WAYNE CONTRACT ATTACHMENT

- (1) The City reserves the right to sell or dispose of the existing telephone instruments. GTE will remove the two existing Rolm 8000 switches and the battery back-up system and all 48 batteries from the basement of the City-County Building and dispose of them at GTE's cost as agreed to in RFP Section 1.5.4. and as outlined in this Agreement, "Hazardous Substances".
- (2) GTE will identify or correct any failure caused by facilities or equipment not furnished by GTE, or to repair damage or interruptions caused by the City or the City's equipment. The City agrees to pay GTE its maintenance rates in effect at the In-Service Date, as adjusted annually for CPI increases of an annual maximum of 5%.

GTE warrants that third party vendor equipment and software that GTE installs on the City's premises will perform according to the manufacturer's specifications, or GTE will install equipment and software of an equivalent or better functionality at GTE's expense.

- (3) GTE will continue to provide a dedicated technician on site in the same manner in which the service is currently being provided.
- (4) GTE ISDN services will be billed on an equipped "B" station basis, as opposed to a line basis.

GTE NORTH INCORPORATED

CITY OF FORT WAYNE

Name: William A. Zielke

Title: Vice President-General Manager

Name: Paul Helmke

Title: Mayor

ISDN NETWORK SERVICE AGREEMENT

ATTACHMENT 1A

Month/Year	Beginning Termination Liability	Total Monthly Amortization	Ending Termination Liability	Monthly Amortization Per Station
01/94	\$313,749.63	\$4,126.19	\$309,623.44	\$4.95
02/94	309,623.44	4,126.19	305,497.26	4.85
03/94	305,487.28	4,126.19	301,371.07	4.85
04/94	301,371.07	4,126.19	297,244.88	4.85
05/94	297,244.88	4,126.19	293,118.70	4.85
06/94	293,118.70	4,126.19	288,992.51	4.85
07/94	288,992.51	4,126.19	284,866.32	4.85
08/94	284,866.32	4,126.19	280,740.14	4.85
09/94	280,740.14	4,126.19	276,613.95	4.85
10/94	276,613.95	4,126.19	272,487.76	4.85
11/94	272,487.78	4,126.19	268,361.58	4.85
12/94	268,361.58	4,126.19	264,235.39	4.85
01/95	264,235.39	4,616.00	259,619.39	5.43
02/95	259,619.39	4,616.00	255,003.40	5.43
03/95	255,003.40	4,616.00	250,387.40	5.43
04/95	250,387.40	4,616.00	245,771.40	5.43
05/95	245,771.40	4,616.00	241,155.41	5.43
06/95	241,155.41	4,616.00	236,539.41	5.43
07/95	236,539.41	4,616.00	231,923.41	5.43
08/95	231,923.41	4,616.00	227,307.42	5.43
09/95	227,307.42	4,616.00	222,691.42	5.43
10/95	222,691.42	4,616.00	218,075.42	5.43
11/95	218,075.42	4,616.00	213,459.43	5.43
12/95	213,459.45	4,616.00	208,843.43	5.43
01/96	208,843.43	5,163.95	203,679.48	6.08
02/96	203,679.48	5,163.95	198,515.53	6.08
03/96	198,515.53	5,163.95	193,351.58	6.08
04/96	193,351.58	5,163.95	188,187.63	6.08
05/96	188,187.63	5,163.95	183,029.68	6.08
06/96	183,023.68	5,163.95	177,859.72	6.08
07/96	177,859.72	5,163.95	172,695.77	6.08
08/96	172,695.77	5,163.95	167,531.82	6.08
09/96	167,531.82	5,163.95	162,367.87	6.08
10/96	162,367.87	5,163.95	157,203.92	6.08
11/96	157,203.92	5,163.95	152,039.97	6.08
12/96	152,039.97	5,163.95	146,876.02	6.08

ISDN NETWORK SERVICE AGREEMENT

ATTACHMENT 1A (Continued)

01/97	146,876.02	5,778.95	141,099.07	6.80
02/97	141,099.07	5,776.95	135,322.12	6.80
03/97	135,322.12	5,776.95	129,545.17	6.80
04/97	129,545.17	5,776.95	123,768.22	6.80
05/97	123,768.22	5,776.95	117,991.27	6.80
06/97	117,991.27	5,776.95	112,214.32	6.80
07/97	112,214.32	5,776.95	106,437.37	6.80
08/97	106,437.37	5,776.95	100,660.42	6.80
09/97	100,660.42	5,776.95	94,883.47	6.80
10/97	94,883.47	5,776.95	89,106.52	6.80
11/97	89,106.52	5,776.95	83,329.57	6.80
12/97	83,329.57	5,776.95	77,552.82	6.80
01/98	77,552.62	6,462.72	71,089.90	7.60
02/98	71,089.90	6,462.72	64,627.18	7.60
03/98	64,627.18	6,462.72	58,164.46	7.60
04/98	58,164.46	6,462.72	51,701.75	7.60
05/98	51,701.75	6,462.72	45,239.03	7.60
06/98	45,239.03	8,462.72	38,776.31	7.60
07/98	38,776.31	6,462.72	32,313.59	7.60
08/98	32,313.59	6,462.72	25,850.87	7.60
09/98	25,850.87	6,462.72	19,388.15	7.60
10/98	19,388.15	6,462.72	12,925.44	7.60
11/98	12,925.44	6,462.72	6,462.72	7.60
12/98	6,462.72	6,462.72	0.00	7.60

DIGEST SHEET

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE APPROVES CONTRACT FOR CERTAIN

TELECOMMUNICATIONS SYSTEMS SERVICES FOR THE CITY OF FORT WAYNE.

J-94-02-12

EFFECT OF PASSAGE CONTRACT IS APPROVED.

EFFECT OF NON-PASSAGE CONTRACT IS NOT APPROVED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) _____

\$1,500,000.00.

ASSIGNED TO COMMITTEE (PRESIDENT) _____

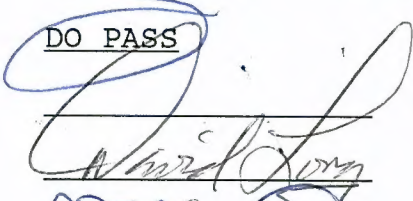
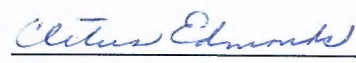
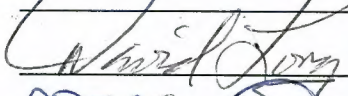
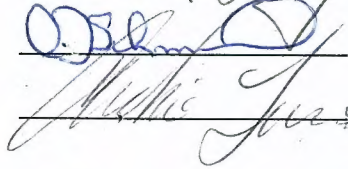
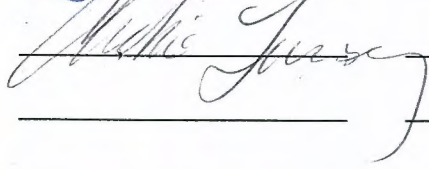
BILL NO. S-94-02-12

REPORT OF THE COMMITTEE ON
FINANCE
CLETUS R. EDMONDS - DONALD J. SCHMIDT - CO-CHAIR
ARCHIE L. LUNSEY
DAVID C. LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT BETWEEN
GTE NORTH, INC. AND THE CITY OF FORT WAYNE, INDIANA, IN CONNECTION
WITH THE BOARD OF PUBLIC WORKS

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~) XXX

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
			
			
			
			

DATED: 3-8-94.

Sandra E. Kennedy
City Clerk